

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF CALIFORNIA CITY

and

CALIFORNIA CITY POLICE OFFICER ASSOCIATION

February 23, 2019 to February 22, 2022

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CALIFORNIA CITY
AND
CALIFORNIA CITY POLICE OFFICER ASSOCIATION**

This Memorandum of Understanding ("MOU") is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500- 3510) and is made and entered into the 26th day of March 2019 by and between the CITY OF CALIFORNIA CITY, hereinafter called the "City" and the designated representative members of the CALIFORNIA CITY POLICE OFFICER ASSOCIATION, hereinafter called the "Association".

It is the purpose of the Memorandum of Understanding (hereinafter referred to as "Memorandum" or "MOU") to promote and provide for harmonious relations, cooperation and understanding between the City's management representatives and the local sworn police and civilian employees covered under this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or difference which may arise under this Memorandum; and to set the agreement of the parties reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment of the employees covered under the Memorandum, which agreement the parties intend jointly to submit and recommend for City Council approval and implementation.

**ARTICLE I
TERM**

The City and the Association agree that the term of this Memorandum of Understanding shall begin at midnight February 23, 2019 and end at 11:59 P.M. on February 22, 2022. This MOU specifically supersedes and replaces the prior MOU between the City and the Association, any and all extensions or addenda to the prior MOU, and any and all other understandings, oral or written, entered into between the City and the Association.

**ARTICLE II
RENEWAL**

The City and the Association agree that for the term of this Memorandum of Understanding, each party waives the right and each agree that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by the MOU, except as to meeting and conferring over the renewal or continuation of this MOU. The City and the Association agree that meeting and conferring over the renewal or continuation of this MOU shall be initiated and conducted in such a manner that every effort will be made to reach an agreement prior to the expiration of this MOU. The City and Association agree to extend this agreement until a new MOU is negotiated, or until parties reach impasse. It is further agreed that nothing in this MOU shall in any way diminish the rights of the employees, the City, or the Association as established by the City Municipal Code, the personnel policies of the city, the Meyers-Milias-Brown Act of the State of California and all amendments thereto except as specifically provided by addenda attached hereto.

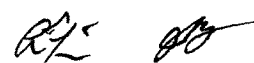
ARTICLE III EQUAL OPPORTUNITY EMPLOYMENT

The City and the Association agree that the provisions of this Memorandum of Understanding shall be applied equally to all employees covered herein without favor or discrimination because of race, creed color, sex, sexual orientation, age, national origin, political, or religious affiliation or Association membership. No employee will be discriminated against and/or retaliated against for exercise of his/her rights granted by this MOU, City rules, or by Law.

ARTICLE IV ASSOCIATION SECURITY

- A. The City agrees to an Association dues system whereby authorized deductions will be withheld and paid to the Union consistent with state and federal law.
- B. The City recognizes the Association as the majority representation of the bargaining unit that includes the classifications listed below:
- Police Officer
 - Police Officer Corporal
 - Police Special Investigator
 - Police Officer Sergeant
 - Police Officer Lieutenant
 - Police Dispatcher
 - Police Dispatch Supervisor
 - Animal Control Officer
 - Code Enforcement Officer
 - Records Clerk
 - Records Clerk Supervisor
 - Community Service Officer
 - Correctional Officer/Jailer

- C. The City recognizes the right of the Association to govern its internal affairs.

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**ARTICLE V
ASSOCIATION REPRESENTATIVES**

The City agrees that the Association shall be permitted to maintain a steward on the job to receive complaints and to see that the terms and conditions of this Memorandum of Understanding are being observed. The City also recognizes the right of Stewards to participate in the first step discussions on grievances, particularly on the application of the terms of this MOU. The Association shall notify the City Manager in writing of the names of the stewards upon appointment. The Association agrees to notify the City of the names of Stewards and date and time of regularly scheduled monthly meetings. Any changes in meeting dates, times, or Stewards shall be given to the City immediately.

**ARTICLE VI
MAINTENANCE OF BENEFITS**

Existing benefits contained in this Memorandum shall not be changed during the term of this agreement without mutual consent of parties hereto. Existing benefits not set forth in this Memorandum, which fall within the scope of representation, shall not be changed by the City without advanced notice and an opportunity to meet and confer regarding such. The parties recognize and accept the concept of past practice as to matters within the scope of representation and agree to meet and confer regarding proposed change in any such practices. The City shall not propose any such changes unless required to do so for operational, organization, and financial reasons.

**ARTICLE VII
SAVINGS PROVISION**

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

**ARTICLE VIII
CITY'S RIGHTS AND RESPONSIBILITIES**

The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City and not abridged herein, included but are not limited to following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed, to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedule of operation and reasonable

workload; to specify or assign work requirements, and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

ARTICLE IX PEACEFUL PERFORMANCE CLAUSE

During the term of this Memorandum of Understanding, the City agrees that it will not lock out employees, and the Association agrees that it will not engage in, encourage, or approve any strike, slow-down or other work stoppage growing out of any dispute relating to the terms of this MOU. The Association agrees to take whatever lawful steps are necessary to prevent any interruption of work in violation of this MOU, recognizing with the City that all matters of controversy within the scope of this MOU shall be settled by established grievance procedures. If there is a strike, slow-down or work stoppage, the employees who engage in such activity shall be subject to discipline up to and including discharge. The City may seek such remedies as are available under the law.

ARTICLE X DEFINITIONS

A. Wages:

1. Regular rate - normal hourly rate
2. Straight overtime - overtime hours worked which are paid at the normal hourly rate. (Example - standby time).
3. Premium overtime - overtime hours worked which are paid at the time and one-half rate.
4. Holiday pay - hours worked on a holiday which are paid at the regular rate, plus the premium rate (except floating holidays, which will be paid at regular wage as specified in Article XVII).

B. Forms of Salary Adjustment

1. Step-in-grade. Salary adjustments based on the step-increase pay scale of the City based upon performance meeting expectation.
2. Bonus/incentive-Extraordinary circumstances controlled by incumbent.
3. Bilingual stipend-Based on routine use of foreign language skills in general use within California City.
4. Longevity. Based solely on tenure.
5. COLA. Based solely on fiscal conditions as decided by City Council.
6. Promotional. Based solely on change in status.
7. Temporary out of class work.
8. Out-of-Classification.

9. Shift Differential - as specified in applicable departments, pay for working shifts other than day shift (does not apply to all departments).
 10. Overtime - Based on work beyond standard workweek.
 11. Call-Out
 12. Standby
 13. Compensatory - Based on a time-for-time formula as determined by Fair Labor Standards Act unless otherwise negotiated.
- C. Probationary period: a prescribed period of time under an original or promotional appointment where the employee's performance is observed to determine fitness for the work performed.
- D. Promotion: the appointment of an employee to a position in a higher classification.

ARTICLE XI WORKWEEK

The Department may utilize the three-twelve (3/12), four-ten (4/10) and five-eight (5/8) work schedules during the term of this MOU. Assignment of employees to a designated schedule will be made at the sole discretion of the Chief of Police or his /her designee, based on departmental needs.

- A. Regular Work Day:
1. 3/12 - Shall consist of no more than twelve (12) consecutive hours of work, exclusive of lunch, in any twenty-four (24) hour period.
 2. 4/10- Shall consist of no more than ten (10) consecutive hours of work, exclusive of lunch, in any twenty-four (24) hour period.
 3. 5/8 - Shall consist of no more than eight (8) consecutive hours of work, exclusive of lunch, in any twenty-four (24) hour period.
- B. Regular Work Week:
1. A period of 168 consecutive hours (7 consecutive 24 -hour periods-mandated by Fair Labor Standards Act for all departmental personnel not covered in paragraph b, below.
 2. A period of 336 consecutive hours (14 consecutive 24-hour periods) as allowed in section 7(k) exemption of the FLSA for sworn employees engaged in law enforcement.
- C. Overtime:
1. All authorized time worked in excess of eighty-four (84) hours in one (1) work period for sworn personnel when working a "3/12" schedule.
 2. All authorized time worked in excess of forty (40) hours in one work period for all sworn personnel working a "4/10" or "5/8" schedule.
 3. All authorized time worked in excess of forty (40) hours in one work period for all non-sworn personnel.

4. All authorized time worked in excess of eight (8) hours in one day, as established by law, for employees working less than 40 hours in one work period.

ARTICLE XII WAGES

Wage adjustment shall be made as follow:

- A. Step-in-grade: The continuation of the step incremental plan whereby each year after receiving a Meets Expectations evaluation, an employee will be eligible for an increment increase to the next step level in the employee's grade up to step 6. Employees will be expected to rate at "Meet Expectations" which is defined as: "This is used to indicate an employee who is doing a good job. An employee at this level is meeting the high level of performance expected of City employees. He/she is consistently meeting the agreed upon standards for his/her position."
- B. Bilingual Stipend: An employee who is routinely required to use a language in addition to English in the performance of regular job duties will receive an additional two percent (2%) above base salary. A onetime language proficiency testing at the expense of the member will be required to be eligible for the stipend.

The parties agree that the Bilingual Stipend is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR 571(a)(4) – Bilingual Premium.


- C. Longevity Pay: Employees shall receive longevity pay according to the following schedule:
 - a. Two percent (2%) at the completion of 5 years continuous service
 - b. An additional two percent (2%) (for a total of 4%) at the completion of 10 years continuous service
 - c. An additional two percent (2%) (for a total of 6%) at the completion of 15 years continuous service
 - d. An additional two percent (2%) (for a total of 8%) at the completion of 20 years continuous service

Fully certified newly hired Police Officers with at least five (5) years of full-time law enforcement experience shall receive the two percent (2%) longevity pay upon completion of probation and shall be eligible for the remaining longevity pay each 5 years thereafter.

The parties agree that Longevity Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

- D. COLA (Cost of Living Adjustment):
 - a. The City shall provide a cost of living adjustment effective for all Sworn Police Officer members February 23, 2019 of twenty percent (20%).
 - b. The City shall provide a cost of living adjustment effective for all Sworn Police Officer members February 23, 2020 of five percent (5%).

- c. The City shall provide a cost of living adjustment effective for all Sworn Police Officer members February 23, 2021 of two and one half percent (2.5%).
 - d. The City shall provide a cost of living adjustment effective for all Civilian members February 23, 2019 of eight percent (8%).
 - e. The City shall provide a cost of living adjustment effective for all Civilian members February 23, 2020 of two percent (2%).
 - f. The City shall provide a cost of living adjustment effective for all Civilian members February 23, 2021 of two percent (2%).
- E. Promotional-Out-of-Classification Pay: When an employee is required to perform work which is normally required of an employee in a higher classification or which is neither specified in the employee's job specification nor related to the duties which the employee normally performs, the employee shall be paid out-of-classification pay at the first step of the higher classification or five percent (5%) above the regular pay rate, whichever is greater. Rules outlining requirements for this are outlined in the Personnel Manual and will be followed accordingly.
- The parties agree that Promotional-Out-of-Classification Pay is special compensation and shall be reported as such to CalPERS for "classic members", to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay.
- F. Overtime: All authorized time worked in excess of forty (40) hours in one (1) workweek based on FLSA law.
- G. Compensatory Time: The City recognizes that compensatory time off is a legitimate means of payment. Employees may have the option of compensatory time off or paid overtime at the rate of time and one-half, with Department Head approval, according to designated City procedures. All compensatory time off shall be taken in the same period as earned, or no later than the pay period immediately following the pay period in which it is earned. When it is not possible to take compensatory time in the same week or the pay period following pay period earned, all compensatory time shall be paid
- H. Call Out Time: Any employee who is called back to work shall receive a minimum of two (2) hours of overtime credit at time and one-half. All time worked which exceeds the minimum shall be credited for the actual hours worked at the rate of time and one-half. If called out for a second time in a two-hour (2-hour) period, it should be counted in the original call-out, i.e., paid once for two (2) hours. Call out time may be paid or compensatory time off, at the employee's discretion.
- I. Standby Time: Employees on standby time shall receive a minimum of two (2) hours pay at straight time.
- J. Court Time: employees will receive a minimum for four (4) hours at one and one-half (1 ½) time their hourly rate of pay or compensatory time off (at the employee's discretion) for court subpoena time if:
- 1. The subpoena falls on the employee's regularly scheduled time off, or



2. The subpoena is canceled less than twelve (12) hours before the stated appearance time.
- K. Shift Differential: Shift differential shall be paid according to the following (for Police and Dispatch)
1. One and one-half percent (1 1/2%) for swing shift.
 2. Two and one-half percent (2 1/2%) for graveyard shift.
 3. Relief coverage shall be accounted for on a daily basis according to the applicable shift differential rate.
 4. The parties agree that Shift Differential Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).
- L. California Public Employees Retirement System ("CalPERS ") Contribution:
The City has contracted with California Public Employees Retirement System (CalPERS) to provide a retirement plan for its employees. The City shall make payments of the Employer contribution directly to PERS for the employee's retirement plan. All monies deposited by the employer on behalf of the employee belong solely to the employee should the employee leave PERS for any reason.
1. Sworn Employees
 - a. For all sworn employees, except those deemed "new members" within the meaning of the California Public Employees' Pension Reform Act of 2013, they shall pay the nine percent (9%) member contribution. the following shall apply:
 - b. For all sworn employees deemed "new members" within the meaning of the California Public Employees' Pension Reform Act of 2013, they shall pay fifty percent (50%) of the normal costs attributable to the 2.7%@57 plan. The current amount is eleven and a half percent (11.5%).
 2. Civilian Employees
 - a. For all non-sworn/civilian employees as defined by CalPERS, except those deemed "new members" within the meaning of the California Public Employees' Pension Reform Act of 2013, they shall pay the employee contribution of eight percent (8%)..
 - b. For all non-sworn/civilian employees deemed "new members" within the meaning of the California Public Employees' Pension Reform Act of 2013, they shall pay fifty percent (50%) of the normal costs attributable to the 2%@60 plan. The current amount is seven percent (7%).

The retirement tiers are as follow:

Sworn

Hired before 01/01/2007, the benefit is 3%@ 50, last highest year, and optional sick leave credit.

Hired between 01/01/2007 and 01/01/2013 and classic members hired after 1/1/13, the benefit is 2%@ 50, last highest year, and optional sick leave credit.

Hired after 01/01/2013, the benefit is 2.7%@ 57.

Civilian

Hired before 01/01/2013 and classic members hired after 1/1/13, the benefit is 3%@60, last highest year, and optional sick leave credit.

Hired after 01/01/2013, the benefit 2% @ 60.

ARTICLE XIII JOB VACANCIES

All City job vacancies shall be posted in conspicuous places for at least seven (7) calendar days. However, the City need not post notice if any eligibility list is used to fill a vacancy, or if making a temporary appointment. The City will establish a promotional selection system for the purpose of allowing only qualified employees to compete for promotional vacancies. Further details are laid out in Personnel Manual.

ARTICLE XIV REJECTION FOLLOWING PROMOTION

- A. Any employee rejected during the probationary period following a promotional appointment, or at the conclusion of such probationary period by reason of failure of the appointing power to file a statement that the employee's services have been unsatisfactory, shall be reinstated to the classification from which the employee was promoted unless charges are filed and the employee is discharged.
- B. The satisfactory completion of six (6) months service constitutes the end of an employee's probationary period.

ARTICLE XV P.O.S.T. CERTIFICATE PAY

Law enforcement personnel are hired after having attained a Commission on Police Officer Standard and Training ("P.O.S.T."), Training Certificate. Further certificates are awarded on the basis of combination of training, education, experience, and other prerequisites, as determined by the Commission.



In order to foster professional education and increase job skills of its employees, the City agrees to the following incentive for all employees with more than one year of service:

Sworn

- A. Any sworn employee who receives an Intermediate P.O.S.T. certificate shall be paid an amount equal to five percent (5%) of their current base salary.
- B. Any sworn employee who receives an Advanced P.O.S.T. certificate shall receive an additional (in addition to the 5% of base salary for receiving an Intermediate P.O.S.T.) two and one half percent (2.5%) of their current base salary.
- C. Any sworn employee who receives a P.O.S.T. Supervisor certificate shall receive an additional (in addition to the 5% of base salary for receiving an Intermediate P.O.S.T. and 2.5% of base salary for receiving an Advanced P.O.S.T.) two and one half percent (2.5%) of their current base salary.

Civilian

- A. Any civilian employee who receives a P.O.S.T. Public Safety Dispatcher certificate shall be paid an amount equal to two- and one-half percent (2.5%) of their current base salary.
- B. Any civilian employee who receives a P.O.S.T. Records Supervisor certificate shall be paid an amount equal to two- and one-half percent (2.5%) of their current base salary.

The parties agree that to the extent permitted by law, P.O.S.T. Certificate Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) and 571.1(b)(2) as Peace Officer Standard Training (POST) Certificate Pay.

ARTICLE XVI EDUCATION INCENTIVE

Employees who have earned an Associate's Degree or its equivalent* shall receive one percent (1%) of the employee's current base salary.

Employees who have earned a Bachelor's Degree shall receive an additional (in addition to the 1% base salary for earning an Associate's Degree) one percent (1%) of the employee's current base salary.

The degrees must be in a subject matter which is sufficiently related to the job and approved by the City Manager.



*Equivalent is defined as the completion of 60 or more college units. Units must have been taken through an accredited post-secondary institution.

The parties agree that to the extent permitted by law, Education Incentive Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) and 571.1(b)(2) as Educational Incentive.

ARTICLE XVII TUITION/TRAINING REIMBURSEMENT

The City recognizes the value of continuing education for its employees and provides the following:

1. Eligibility. Any regular full time employee is eligible to request reimbursement for educational or training expenses as defined and provided for within this policy. All employees must satisfy the necessary prerequisites for enrollment in a course to be eligible for reimbursement for the City. The courses should be courses that are job related, improve job or department, or related within the department for advancement.
2. Reimbursement. Applications for educational reimbursement must be obtained from and submitted to the City Manager. Each application must be approved by the appropriate Department head and the City Manager by April 1 of year planning to attend in order to budget for expense. The City shall reimburse an employee's tuition and shall pay one hundred percent (100%) of the cost of books required while attending school. Tuition reimbursement shall be eighty percent (80%) if the employee earns a grade of "C," ninety percent (90%) for a "B," and one hundred percent (100%) for an "A".
3. Receipts are required for reimbursement.
4. Limitations. Reimbursement to employees for tuition and books will be made only upon successful completion of the course or program and only provided the educational experience was undertaken at an approved or accredited agency or institution. Reimbursement is limited to \$1000 per employee per year based upon Department Head and City Manager approval.

To qualify for reimbursement, the City Manager or his/her designee shall have (upon recommendation by the Department Head) previously approved the subject matter of the courses and the agency or institution which provides the courses. This is limited to Community College, State College or Certificate programs based on Department Head recommendation and approval.

The applicant must not be receiving tuition payments or refunds for fees from other sources when requesting the same from the City, unless it is a specified amount which does not cover tuition, whereby the City may make up the difference for full tuition.

5. Documentation. Upon successful completion of the course with a passing grade or if no grade is given, proof that he/she has satisfactorily completed the course must be presented. Failure to attain a passing grade or satisfactory completion will result in denial of the employee's request for reimbursement for any educational claim for reimbursement.

Receipts showing tuition and fee payments, and payments for text materials must be furnished with the reimbursement request to the Department Head and forwarded to the City Manager for approval.

Service Commitment. Employees that receive a reimbursement for education obtained will commit to twenty-four (24) months of service with the City. A reimbursement of funds received will be required if the commitment is not met.

ARTICLE XVIII HOLIDAYS

- A. Employees shall receive thirteen (13) paid holidays:
1. New Year's Day
 2. Martin Luther King Jr.'s Birthday (floating*)
 3. President's Day
 4. Cesar Chavez Day (floating*)
 5. Memorial Day
 6. Independence Day
 7. Labor Day
 8. Columbus Day (floating*)
 9. Veteran's Day
 10. Thanksgiving Day
 11. The Friday following Thanksgiving
 12. Christmas Eve Day in lieu of Lincoln's Birthday (or day after Christmas if designated by City Manager)
 13. Christmas Day

Every day appointed by the President or Governor and approved by the City Council for a public fast, thanksgiving, or holiday. *Martin Luther King's Birthday, Cesar Chavez Day and Columbus Day will be offered as floating holidays. City services will remain open and scheduling will be done to accommodate employees and City services (by Department Head). If the employee chooses to work the holiday, they must select another day off (during fiscal year of holiday) in lieu of the holiday. Employees shall advise the City 15 days prior to a floating holiday of an intention to take an alternate day off, or be required to take the floating holiday. The holiday and day off Holidays will be paid at regular time. If all employees decide to have the holiday off, City services will remain open with limited services that Department Heads can offer. Employee must fill out leave requests to attach to timecard for recording of holiday time off.

- B. Should a designated holiday fall on a Saturday, the Friday preceding the holiday shall be observed as a City holiday. Should a designated holiday fall on a Sunday, the Monday following the designated holiday shall be a holiday observed by the City.
- C. An employee shall receive holiday pay when a holiday is worked.

ARTICLE XIX VACATION

Employees shall accrue vacation according to the following schedule:

- 1) One (1) to three (3) years, accumulate eight (8) hours per month
- 2) Four (4) to ten (10) years, accumulate twelve (12) hours per month
- 3) Over ten (10) years, accumulate sixteen (16) hours per month

Vacation may be accumulated as follows:

VACATION CAP: The City caps the vacation leave accrual rate at 200 hours per year. The City will reimburse any hours over the cap at the end of the fiscal year.

ARTICLE XX SICK LEAVE

- A. Sick leave shall be accrued at the rate of eight (8) hours per month,

As of October 8, 2013, those employees with eight (8) years or more of City of California service may cash out their sick leave at seventy-five percent (75%) upon retirement from the City. Employees who have less than eight years of employment may cash out their sick leave at 50%. Employees will have the option to purchase PERS retirement credits with unused sick leave.

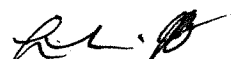
- B. **SICK LEAVE CAP:** The City caps the sick leave accrual rate at 300 hours per year. The City will reimburse any hours over the cap at the end of the fiscal year at a rate of 75%.

- C. **Catastrophic Leave Bank**

Employees shall have the option of cashing out sick leave at the end of the year or banking leave to a secondary catastrophic leave bank. This secondary leave bank may be used for a major illness or injuries. The catastrophic leave bank may build up to 200 hours into a bank that and will not be eligible to be cashed out. An employee with a buildup of catastrophic leave hours has the option of donating those hours to one or more of their co-workers. Employees using catastrophic leave shall not be required to exhaust other sick leave.

As used here, "catastrophic illness" shall mean an illness or injury of an employee or of the employee's family, as defined in Govt. Code Section 12945.2 (c) 8:

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following:



- (1) Inpatient care in a hospital, hospice, or residential health care facility.
- (2) Continuing treatment or continuing supervision by a health care provider.

Eligibility for use of such leave shall be contingent upon presentation by the employee of written confirmation from the relevant health care provider of the need for such leave and the estimated duration of such leave.

ARTICLE XXI SICK LEAVE OF ABSENCE

If an employee is granted a sick leave of absence without pay, the City shall pay the employee only cost of medical insurance premiums for the first three (3) months only.

ARTICLE XXII FAMILY DEATH LEAVE

- 1) The City shall authorize family death leave with pay for a regular employee, when needed, due to the death of the employee's immediately family as defined in Personnel Manual:

Employee's spouse (including domestic partner), parents (including step-parents), children (including step children, foster children, and domestic partner's children), sisters, brothers, grandparents, grandchildren, mother-in-law, and father-in-law. Other exceptions may apply.

- A. The employee shall give notice to the immediate supervisor in advance of taking such leave.
- B. Such absence will be limited to the time actually required and shall not exceed three (3) workdays for any (1) death.
- C. An employee may be granted up to five (5) days bereavement leave if the employee is the primary coordinator of services required by the deceased or if more than 300 miles of one-way travel is required to attend to the death of a loved one.

ARTICLE XXIII HEALTH, DENTAL, AND VISION BENEFITS

For the period of July 1, 2019 through June 30, 2022 the City shall pay employees for Health, Dental and Vision benefits (HDVB) coverage monthly:

1. Employee - \$950
2. Employee with 1 dependent - \$1,050
3. Employee with 2 or more dependents - \$1,500

All future payments by City to employees for HDVB benefits shall be as agreed to by the City and the HDVB Collective Bargaining Unit by separate joint MOU.

Employees who provide proof of comparable HDVB benefits being provided by another policy of coverage may elect to direct the cash equivalent of the HDVB benefits as additional income or deposited to an available City-sponsored deferred compensation. Those employees who are covered as a dependent of another City employee's HDVB benefits are eligible to receive the equivalent cost of the City HDVB benefits cash noted above. Those selecting the cash payment shall be responsible for the taxes on such payment.

ARTICLE XXII DISABILITY INSURANCE

The City will continue to provide a disability program. The City will integrate disability benefits with the employee's sick leave accrual balance at the employee's option. The integrated plan will be at the employee's option. Employees shall sign forms as to their preference at the time of each illness. At no time shall the employee receive more than the employee received while on regular status.

ARTICLE XXIII UNIFORM ALLOWANCE

Upon initial employment, officers will receive a seven hundred and fifty dollar (\$750) uniform allowance to purchase required uniforms. After one (1) year of service, officers will receive twelve hundred dollars (\$1200) per year for the uniform allowance. Payment will be made by separate pay warrants issued in June and December each year.

Custody officers/jailers shall receive the same uniform allowance as sworn officers.

Civilian members will receive a six hundred dollar (\$600) per year payment for purchase and maintenance of uniforms at the beginning of each budget fiscal year.

The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each sworn and civilian classification as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

ARTICLE XXVI PERSONNEL MANUAL

- A. Rank Seniority: With reference to City Personnel Rule IX-A. 7, rank seniority is further defined as Police Officers serving in the Department will be given rank according to the provisions of applicable City ordinances or resolutions of the City Council. The ranks may include, but are not limited to the following:



CALIFORNIA DRIVER'S LICENSE REQUIREMENT

Every employee must have an appropriate valid California driver's license and be insurable at standard rates, if the employee's job requires driving City or personal vehicles on City business.

ARTICLE XXXIII EMPLOYEE ASSISTANCE PROGRAM

The City has established an employee assistance program that offers 24/7 counseling, nursing, legal, and financial assistance for employees. The City pays this benefit in full for all full time employees.

ARTICLE XXXIV DRUG AND ALCOHOL ABUSE POLICY

While it is not the City's intent to infringe upon the private lives of its employees, it has the responsibility to provide a safe and hazard free work environment. Therefore, all employees are expected to arrive at work fit for duty, and to remain so for the remainder of the work period.

No employee may enter City premises while under the influence of, or have in his or her possession, any intoxicating beverage or behavior-altering drug of any kind. Likewise, the use, sale, transfer or possession of alcohol, illegal drugs, or controlled substances on the job, on City property, in City vehicles, or in personal vehicles while on City business is prohibited. (Employees using medication prescribed by a licensed physician may be required to provide proof that such medication is safe to take while the employee is on duty. The City will have sole discretion as to whether or not it will be safe for those employees to remain on duty.)

Employees are strictly forbidden to consume alcohol beverages or illegal drugs during work time, break times or meal periods, nor may they return to work after such breaks or meal periods under the influence of such substances.

The City reserves the right to require and conduct drug and alcohol tests whenever reasonable cause exists that an employee is under the influence of alcohol or drugs.

Employees who voluntarily come forward to the City prior to a situation requiring testing based upon reasonable suspicion and who cooperate with the City with regard to treatment, may not be subject to discipline. An employee who requests a leave of absence to enter a drug or alcohol rehabilitation program will be reasonably accommodated with an unpaid leave of absence to enroll in such a program if such an accommodation is not an undue hardship on the City.

Employees voluntarily entering a drug or alcohol rehabilitation program may be required to provide medical validation of satisfactory completion of the program. Employees returning to work following satisfactory completion of a rehabilitation program may be subject to drug or alcohol tests without prior notice for up to one (1) year following the return date. A recurrence of

The parties agree that for the assignments of Canine Officer it is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

ARTICLE XXIX EMPLOYEE PROBATIONARY STATUS

All new and promotional appointees to Police Department positions shall serve a probationary period of twelve months. Should Police Chief and City Manager subsequently determine that the probation period needs to be extended due to extended absence or documented substandard performance of employee, the employee shall be informed in writing of the length of the extension not exceed six (6) months, and the reason for the extension.

ARTICLE XXX COLLECTIVE RISK MANAGEMENT TEAM

The Collective Risk Management Team shall be comprised of no less than five (5) members; one (1) member from the Personnel Department, one (1) from Fire Department, and one (1) from Police Department, one (1) Miscellaneous Union member, and one (1) alternate. The Risk Management Team shall meet at least once each quarter to discuss any previous accidents and/or injuries and ways to resolve such in the future. The Team will also be in charge of investigating acts of wrongdoing reported to the ERMA hotline (per PARSAC regulations). The Personnel Department shall furnish copies of all reports to Risk Management Team for discussion. This may or may not be in addition to a Safety Committee.

ARTICLE XXXI GRIEVANCE PROCEDURE

The City and Association agree that the grievance procedure may be modified to skip a particular person if the city official at that step is the source of the grievance. In the case of the grievance being a member of the governing body that city official will be excused from deliberations on the grievance, however, may testify before the remaining council.

The City agrees to establish appeals procedure for Minor Discipline (any disciplinary procedure action from letters of reprimand up to three-day suspension) where an employee can appeal one level of supervision up from the one imposing the discipline. These procedures will include requirements of the employee to prove that the discipline is not consistent with the actions in question. The full procedures will be outlined in the Personnel Manual and will be applicable to all City employees.

At the request of either the City or the Association, the State Conciliation Service will be utilized in an advisory capacity with regard to any grievance that arises out of this Memorandum of Understanding. This service would be utilized if the Association and City Manager cannot reach an agreeable solution to a grievance.

ARTICLE XXXII



1. Chief of Police
2. Police Lieutenant
3. Police Sergeant
4. Investigator
5. Police Corporal
6. Police Officer
7. Dispatch/Records Supervisor
8. Dispatcher/Records Clerk
9. Animal Control Officer

Whenever a question of seniority may arise, such seniority shall be determined first by rank; second by continuous service in rank; third by continuous service in City employ. Should two or more employees have identical continuous service in the affected rank or classification, seniority will be determined in the inverse order of the employee's final on a promotional or open competitive employment list. In the event of a demotion, seniority will be determined from the date the employee was first appointed to the position he or she had been reduced to, as if no promotion had taken place.

- B. In the event of an employee layoff, the duration of affected employee's rights to recall through the Department Layoff Reemployment List and the City Layoff Reemployment List shall be three (3) years from the date of placement of such lists.

**ARTICLE XXVII
ANIMAL CONTROL OFFICER TRAINER, DISPATCH TRAINER, FIELD TRAINING
OFFICER, RANGEMASTER**

The City and Association agree to recognize the special designations of Animal control Officer Trainer, Dispatch Trainer, Field Training Officer, and Ranger master, to be compensated at five percent (5%) above the employee's hourly rate for the hours the employee is actually functioning in the designated capacity. A supervisor will not receive additional increase in pay for providing training to employee's they supervise. It is understood that Sergeants will continue to receive FTO compensation when they are in the capacity of a Field Training Officer (FTO) assigned an officer to train.

The parties agree that compensation in the above-listed training positions is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

**ARTICLE XXVIII
CANINE OFFICER**

The parties agree to recognize a special designation of Canine Officer, to be compensated at five percent (5%) above the employee's hourly rate for the hours the employee is actually functioning in the capacity.



a positive drug or alcohol test following return to work may lead to disciplinary action up to and including termination.

Failure to comply with these work rules may lead to disciplinary procedures up to and including termination.

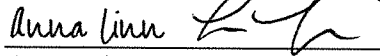
ARTICLE XXXV RELOCATION ALLOWANCE

All newly hired police officers after the date of this MOU will be eligible for up to a one thousand dollar (\$1,000) reimbursement for expenses (must submit receipts for all expenses) incurred in the relocation to a permanent residence within California City. Employees that receive a reimbursement for relocation expenses will commit to twenty-four (24) months of service with the City. A reimbursement of funds received will be required if the commitment is not met.

CERTIFICATIONS

CITY OF CALIFORNIA CITY

DocuSigned by:



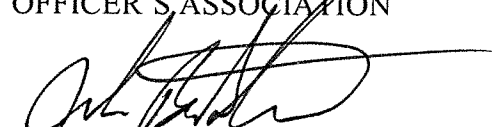
~~Anna Linn~~
City Manager

9/10/2019

Date

9/20/2019

CALIFORNIA CITY POLICE
OFFICER'S ASSOCIATION


John Boston
CCPOA President

Date

9/20/19